EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HAI TRUONG, Plaintiff, v. LAP TANG, HA LY, VIETNAM TOWN PROPERTY, LLC and DOES 1-50, Defendants.	CASE NO. 113 CV 254614 **FIRST AMENDED COMPLAINT** **(Declaratory Relief and Judicial Foreclosure as to Vietnam Town Property LLC; Breach of Contract: and Alter Ego Liability as to Tang and Ly)**

Plaintiff alleges as follows:

1. At all times relevant to the activities that are the subject of this lawsuit, he has resided and continues to reside in Santa Clara County.

2. Defendants Ha Ly and Lap Tang are California residents and are principals of TWN Investment Group LLC, which took title to property located on Story Road in San Jose and which constructed commercial condominiums thereon known as "Vietnam Town." Plaintiff alleges they are liable to him because he is the beneficiary of a guarantee they signed to repay certain deposits, including plaintiff's $2,000,000 deposit, that plaintiff gave TWN Investment Group LLC for plaintiff's purchase of units G-1 through G-8 at that location (including a grocery store) and which TWN Investment Group, Inc. never constructed. Plaintiff also alleges

they are liable to him as alter egos of TWN Investment Group LLC, which owes plaintiff $2,000,000 plus prejudgment interest, due to their underfunding of said entity, failing to keep proper books and records, failing to adhere to corporate formalities, using the monies of that entity to pay their personal expenses, and for other reasons that warrant piercing of the corporate veil.

3. Defendant Vietnam Town Property, LLC is a California limited liability company that, due to a nonjudicial foreclosure, succeeded to the security interest of East West Bank in the commercial condominium units (and open space) then owned by TWN Investment Group LLC located on Story Road in San Jose known as "Vietnam Town." East West bank, in turn, succeeded to the security interest of United Commercial Bank in said property, arising from its having made loans to TWN Investment Group LLC to acquire and build on said property.

Vietnam Town Property, LLC currently owns the following units and open space, by APN:

969 Story Road: Unit 6009 (APN 472-47-002), Unit 6012 (APN 472-47-003), Unit 6015 (APN 472-47-004), Unit 6018 (APN 472-47-005), Unit 6024 (APN 472-47-007), Unit 6027 (APN 472-47-008, Unit 6030 (APN 472-47-009), Unit 6033 (APN 472-47-010), Unit 6057 (APN 472-47-016), Unit 6060 (APN 472-47-017), Unit 6063 (APN 472-47-018), Unit 6066 (APN 472-47-019), Unit 6069 (APN 472-47-020), Unit 6072 (APN 472-47-021), Unit 6075 (APN 472-47-022), Unit 6078 (APN 472-47-023), Unit 6081 (APN 472-47-024)

979 Story Road: Unit 7012 (APN 472-47-031, Unit 7015 (APN 472-47-032), Unit 7021 (APN 472-47-034), Unit 7027 (APN 472-47-036), Unit 7030 (APN 472-47-037), Unit 7033 (APN 472-47-038), Unit

7036 (APN 472-47-039), Unit 7066 (APN 472-47-047)

989 Story Road: Unit 8006 (APN 472-47-061), Unit 8009 (APN 472-47-062), Unit 8027 (APN 472-47-068), Unit 8033 (APN 472-47-070), Unit 8060 (APN 472-47-077), Unit 8072 (APN 472-47-081), Unit 8075 (APN 472-47-082), Unit 8078 (APN 472-47-083)

999 Story Road: Unit 9015 (APN 472-47-092), Unit 9021 (APN 472-47-094), Unit 9024 (APN 472-47-095), Unit 9057 (APN 472-47-103)

Stated as a column, the above-unit numbers and Assessor Parcel Numbers are as follows:

6009	APN 472-47-002	7021	APN 472-47-034
6012	APN 472-47-003	7027	APN 472-47-036
6015	APN 472-47-004	7030	APN 472-47-037
6018	APN 472-47-005	7033	APN 472-47-038
6024	APN 472-47-007	7036	APN 472-47-039
6027	APN 472-47-008	7066	APN 472-47-047
6030	APN 472-47-009	8006	APN 472-47-061
6033	APN 472-47-010	8009	APN 472-47-062
6057	APN 472-47-016	8027	APN 472-47-068
6060	APN 472-47-017	8033	APN 472-47-070
6063	APN 472-47-018	8060	APN 472-47-077
6066	APN 472-47-019	8072	APN 472-47-081
6069	APN 472-47-020	8075	APN 472-47-082
6072	APN 472-47-021	8078	APN 472-47-083
6075	APN 472-47-022	9015	APN 472-47-092
6078	APN 472-47-023	9021	APN 472-47-094
6081	APN 472-47-024	9024	APN 472-47-095
7012	APN 472-47-031	9057	APN 472-47-103
7015	APN 472-47-032		

4. Plaintiff is unaware of the true names or capacities of Does 1-50 and therefore sues these named defendants on the belief that were involved as principals, agents, partners, or otherwise in the transactions complained of in this lawsuit, or claim an ownership in that property at

Vietnam Town on Story Road now held by Vietnam Town Property, LLC. Plaintiff will amend this complaint, if necessary, to insert the true names and capacities of such defendants when they are ascertained.

5. Plaintiff alleges on information and belief that at all material times one or more of the defendants, including all fictitiously named defendants, acted as agents, principals, employees, joint venturers, alter egos, successors, predecessors, co-conspirators, and partners of the other defendants, and with the actual and/or apparent authority to do so.

6. Venue is proper in Santa Clara County because the subject property is located there and because the subject contracts were entered into and to be performed there.

FIRST CAUSE OF ACTION -
DEMAND THAT "GUARANTORS" REFUND PLAINTIFF'S DEPOSITS
(AGAINST TANG AND LY ONLY)

7. Plaintiff incorporates by reference each and every allegation of paragraphs 1-6 above.

8. Plaintiff in 2005 entered into eight contracts with TWN Investment Group LLC to buy eight commercial condominium units at Vietnam Town on Story Road in San Jose, units then numbered G1-G8. A true and correct copy of one such contract is attached hereto as Exhibit A. Other than the unit numbers, square footage, price and the amounts of the deposits, the eight contracts are identical. Further information about plaintiff's purchases is as follows:

Unit	Square Footage	Price per Sq. Ft.	Deposit Made
G-1	40,000	$300	$1,500,000
G-2	1,200	$400	$70,000
G-3	1,200	$400	$70,000
G-4	1,200	$400	$70,000

G-5	1,200	$400	$70,000
G-6	1,200	$400	$70,000
G-7	1,200	$400	$70,000
G-8	1,400	$400	$80,000
			$2,000,000

9. Pursuant to the contracts referenced in the preceding paragraph, plaintiff paid TWN Investment Group LLC $2,000,000, constituting 20% of the purchase price. Copies of the checks are attached hereto as Exhibit B.

10. On or about September 1, 2007, plaintiff signed a document, for each of the units he agreed to purchase, entitled "Extension and First Amendment to Purchase and Sale Agreement and Escrow Instructions." Lap Tang told him the purpose of the agreement was for plaintiff to acknowledge that the units would not be complete before June 30, 2008. Copies of these agreements are attached hereto as Exhibit C.

11. Near the end of 2008, TWN Investment Group, LLC told plaintiff it finally had secured a construction loan and would be beginning construction. Plaintiff's units were in a subsequent phase, and he understood construction of his units' phase would not begin until most or all of the units in Phase 1 were sold. Periodically in 2009 or 2010, plaintiff asked Lap Tang how soon construction of his phase would begin, and each time Lap Tang would reply that construction and sales were proceeding well, that construction of plaintiff's phase would soon begin, that Tang expected to have the funds needed for construction of plaintiff's phase, that plaintiff should be patient, and that there was no need to refund plaintiff's money. Plaintiff agreed to be patient.

12. Sale of units began in 2010 or 2011. Sometime in 2011 or early 2012, plaintiff asked TWN Investment Group LLC to return his $2,000,000 (construction of plaintiff's phase still had not begun). TWN Investment

Group LLC gave a noncommittal response - "just be patient as the funds are coming for further construction." Within six months before filing this lawsuit, plaintiff again asked Lap Tang and Ha Ly, on behalf of themselves and TWN Investment Group LLC, to refund his $2,000,000. Lap Tang again told plaintiff to be patient as he had more money coming in for construction of the next phase.

13. Pursuant to the eight contracts, because of TWN Investment Group LLC's failure to build the units, plaintiff is entitled to a refund from TWN Investment Group LLC of his $2,000,000, plus interest thereon.

14. On or about May 5, 2009, defendants Lap Tang and Ha Ly entered into a contract with United Commercial Bank, a copy of which is attached as Exhibit D, entitled "Guarantors' Agreement to Pay Buyer Deposit Refunds." Pursuant thereto, Tang and Ly agreed to repay to the prospective buyers all deposits TWN Investment Group LLC had received prior to January 1, 2008. Plaintiff is a third party beneficiary to said contract. All of plaintiff's $2,000,000 was deposited with TWN Investment Group LLC prior to January 1, 2008. Therefore, Tang and Ly are personally liable to return plaintiff's $2,000,000 in deposits, plus interest thereon.

15. Prior to filing this lawsuit, plaintiff demanded that Lap Tang and Ha Ly, as individuals and as members of TWN Investment Group LLC, repay him his $2,000,000. They refused. As a consequence, plaintiff is entitled to damages from Tang and Ly in the sum of $2,000,000 plus prejudgment interest thereon.

SECOND CAUSE OF ACTION -

LAP TANG AND HA LY AS ALTER EGOS

OF TWN INVESTMENT GROUP LLC

(AGAINST LAP TANG, HA LY, and DOES 21-50 ONLY)

16. Plaintiff incorporates by reference each and every allegation of paragraphs 1-15 above.

17. Pursuant to the foregoing, plaintiff is entitled to a refund of his $2,000,000 in deposits, plus interest thereon, from TWN Investment Group LLC. Lap Tang and Ha Ly are alter egos of TWN Investment Group LLC and hence are liable to pay the $2,000,000 plus interest to plaintiff.

THIRD CAUSE OF ACTION

DECLARATORY RELIEF

(AGAINST VIETNAM TOWN PROPERTY, LLC AND DOES 1-20)

18. Plaintiff incorporates by reference each and every allegation of paragraphs 1-15 above.

19. A dispute arose between Hai Truong and East West Bank, wherein East West Bank contended it holds the first and second liens on the aforesaid Vietnam Town property on Story Road in San Jose pursuant to (a) a loan United Commercial bank made to TWN Investment Group LLC for **acquisition** of the property (this loan was made in March 2005 with deed of trust recorded 3/30/05, and the loan was modified in September 2006 with a modification to the 3/30/05 deed of trust recorded on 9/29/06) and (b) a loan United Commercial Bank made to TWN Investment Group LLC for **construction** of commercial condos on said property (this loan made in November 2008 with deed of trust recorded 12/11/08). United Commercial Bank assigned to East West Bank the respective promissory notes and deeds of trust.

Truong, on the other hand, contended that pursuant to Civil Code section 3050 and common law rules of equity, he has a statutory and equitable lien based on when he paid his deposits to TWN Investment Group LLC , and that because he paid at least one deposit before East West

Bank made its acquisition loan and recorded that loan's deed of trust and he paid the rest of his deposit monies after the acquisition loan but before East West Bank's acquisition loan modification and before the construction loan and recordation of those respective deeds of trust, Truong's liens are partly or entirely ahead of East West Bank's acquisition loan lien and at least are ahead of East West Bank's construction loan lien. When United Commercial Bank funded the acquisition and construction loans, it knew of the depositors' liens and, at one point in time, told TWN Investment Group LLC to get the depositors to agree to subordinate their liens to those of East West Bank (a legally invalid subordination). Being the assignee of United Commercial Bank's promissory notes and deed of trust for Vietnam Town, East West Bank takes subject to the legal and equitable claims others have against United Commercial Bank regarding said property.

20. In late 2013, East West Bank conducted a nonjudicial foreclosure sale of the Vietnam Town units and open space that had not yet been sold. In doing so, East West Bank used the construction loan deed of trust. Inasmuch as the foreclosure sale was done via a junior lien interest on the property, the purchaser took subject to all senior encumbrances (East West Bank's acquisition loan deed of trust and the liens of depositors who paid money before East West Bank funded the construction loan). Prior to said foreclosure sale, Truong filed this lawsuit against, inter alia, East West Bank and recorded a lien pendens. The entity that bought at the foreclosure sale thus had constructive notice of Truong's claim of ownership.

21. The entity that bought at the foreclosure sale, acquiring title to the unsold units and open space, was Vietnam Town Property, LLC, which

then paid East West Bank the sum said bank was owed for the acquisition loan, causing that loan's deed of trust to cease to have any priority.

22. A dispute has arisen between Truong and Vietnam Town Property, LLC, wherein it contends it holds title to unsold units and open space at Vietnam Town free and clear of any lien on said property in favor of Truong, and Truong contends he holds a lien on said property senior to the ownership interest of Vietnam Town Property, LLC.

23. Plaintiff is entitled to a declaration that his liens on the property at Vietnam Town on Story Road owned by Vietnam Town Property, LLC arising from Truong's 2005 and 2006 deposits to purchase property there are entitled to a senior position above that of Vietnam Town Property, LLC.

FOURTH CAUSE OF ACTION

JUDICIAL FORECLOSURE

(AS TO VIETNAM TOWN PROPERTY, LLC AND DOES 1-20 ONLY)

24. Plaintiff incorporates by reference each and every allegation of paragraphs 1-23 above.

25. Plaintiff is entitled to foreclose on his lien on the unsold units and open land at Vietnam Town on Story Road in San Jose owned by Vietnam Town Property, LLC pursuant to Civil Code section 3050.

26. Plaintiff waived judgment for any deficiency between the sale price of the real property and the amount due plaintiff with costs and prejudgment interest.

WHEREFORE, plaintiff prays for judgment against defendants as follows:

1. Against Lap Tang, Ha Ly, and Does 1-20, and each of them, for the total sum of $2,000,000 plus prejudgment interest thereon according to proof.

2. Against Vietnam Town Property, LLC and Does 21-50, and each of them, adjudging that their rights, claims, liens, titles, and demands as respects Vietnam Town are junior to and subject to plaintiff's lien for money paid TWN Investment Group LLC as partial payment for the units plaintiff agreed to purchase at Vietnam Town on Story Road in San Jose.

3. Adjudging that plaintiff's lien interests in Vietnam Town be foreclosed, that the usual judgment be made for the sale of the property according to law by a levying officer to be appointed by the Court, that the proceeds of the sale be applied in payment of the amounts due to plaintiff, that each of said defendants and all persons claiming under any of them, after creation of plaintiff's lien interests, whether as lien claimants, judgment creditors, claimants under a junior deed of trust, encumbrancers, or otherwise, be barred and foreclosed from all rights, claims, interests, or equity of redemption in the property and every part of the property when time for redemption has elapsed.

4. Directing the levying officer, after the time for redemption has elapsed, to execute a deed to the purchaser of the property at the sale, and directing that the purchaser be then let into possession of the property on production of the levying officer's deed.

5. For costs of suit incurred.

6. And for such other and further relief as the court may deem appropriate.

Dated: July ~~6~~ 20 Just, 2015

James L. Hand

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Attorney for Plaintiff Hai Truong

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

HAI TRUONG Plaintiff, v. LAP TANG, et al., Defendants.	**Case No.: 113CV254614** DEFENDANT LAP TANG'S TRIAL BRIEF Date: April 11, 2016 Time: 1:30 p.m. Department 22 Judge Chiarello

PARTIES

The only parties remaining are Plaintiff Hai Troung and defendant Lap Tang (TANG).

FACTS

This is an action by Plaintiff for the recovery of a total of $2 million deposit in February 28, 2005 and February 28, 2006 for purchase of eight condominium units from TWN Investment Group LLC (TWN). TANG is a member of TWN. TWN was formed in 2004 for the purpose of developing a commercial complex known as Vietnam Town. Beginning in 2005, TWN entered into purchase agreements with buyers. Buyers would pay deposits into escrow account with the agreement that the funds may be used by TWN in advance for development costs. When condominium units were completed according to the terms and dates specified in the purchase agreement, the buyers would have the right to obtain their loans and complete the purchase of said condominium units for the purchase price. Plaintiff was one of those buyers and deposited a total of $2 million for eight separate condominium units. The purchase agreement for which Plaintiffs deposits were made required the condominium units to be built by December 31, 2006, if not, plaintiff has right of rescission of contract and return of deposit money. The units were not completed by December 31, 2006, so Plaintiff and TWN entered into an extension agreement for completion of the units by June 30, 2008. Condo units were also not completed by June 30, 2008, but plaintiff made no effort to rescind the contract or request refund of deposit funds.

PLAINTIFF HAI TROUNG'S BANKRUPTCY

Defendant, through this counsel, had only recently discovered that Plaintiff had filed a Chapter 7 bankruptcy petition on July 31, 2012 in United States Bankruptcy Court, Northern District of California, Case No. 12-55682 (Plaintiff Trong's "Bankruptcy"). Discharge of Debtor was entered on 11/29/12. Chapter 7 Trustee's Final Account and Distribution Report was filed on 10/14/14 (Report). The Report showed that there were claims discharged without payment of $156,656.37. Final Decree was filed on 10/14/14, closing the Chapter 7 case.

RELEVANCE OF PLAINTIFF TRUONG'S BANKRUPTCY TO THIS CASE

Plaintiff did not voluntarily disclose his bankruptcy to defendant or to this court. Even though the discovery of plaintiff's bankruptcy was disclosed by defendant's counsel to plaintiff and his attorney, plaintiff still has not brought this fact to the attention of this court.

Plaintiff has no standing to bring his claims in this and also judicially estopped from doing so, for the reason that Plaintiff did not disclose these claims as his personal assets in his bankruptcy filings. It is the law and well settled that undisclosed or concealed assets of a debtor in bankruptcy remain property of the bankruptcy estate even after the close of the bankruptcy case. It is also well settled by case laws, both in federal and state courts, that a debtor in bankruptcy is judicially estopped from filing action in court to assert claims for properties that were "admitted" by debtor to be non-existent in a prior bankruptcy filing by not disclosing or concealing the claims or assets.

Defendant will separately set forth the legal argument as to the effect of plaintiff's bankruptcy in a Motion in Limine for dismissal of the case.

Dated: April 9, 2016
Dennis Yan